

**KENTUCKY TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS
DIVISION OF CONSTRUCTION
DBE Detailed Plan/SUBCONTRACT REQUEST**

TC 63-35DBE
Rev. 12/11/02

PROJECT CODE NO : 03~0334
DBE Firm/Subcontract # : 2
TO : Rick Stansel
Executive Director Division of Contract Procurement
FROM : Central Rock
Prime Contractor

Page 1 of 2

SUBJECT : Clark IM-NH 64-5 (63) 89
County Project Number

I hereby request to utilize for DBE participation a portion of the subject project to:

N H Stone	of	Federal	KY	Total speciality Items \$	Items 54-69	
DBE Employer Identification Numbers:					\$ 325,614.60	
The amount to be subcontracted by this request is		DBE	or	\$443,156.13	or	2.18% of the
(original contract) or a subcontract amount of			\$ 20,636,242.58	\$	20,310,627.98	-spec items
Speciality Items Subcontracted						

I have previously requested approval for subcontracts or agreements with other DBE as follows:

Name of DBE firm	DBE Amount	DBE %	Contract Amount	Contract %
Carpenter Trucking	\$371,930.70	1.80%	371,930.70	1.83%
Totals based on original contract Amounts	\$973,281.43	4.71%	\$815,086.83	4.01%

This section applicable if DBE firm is also a Subcontractor of work on Project:

This subcontractor has been furnished a copy of Appendix B of 49 CFR Part 29 and advised to include the Certification in all lower tier covered transactions and in all solicitations for lower tier transactions (Federal Aid Contracts only).

The proposed subcontractor is on the Department's list of qualified contractors and has current insurance coverage: Policy Number 5430835935

with

GL: United States Fire Ins

Name of Insurance Company

which expires on

January 1, 2003

Date

Prime Contractor's Signature

Date

Recommended by Office of Minority Affairs Signature

Date Recommended by Office of Minority Affairs

KENTUCKY TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS
DIVISION OF CONSTRUCTION
DBE Detailed Plan/SUBCONTRACT REQUEST

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Project Code Number (PCN): 30334

DBE Firm N H Stone

(*) When description is limited by such as "Laying Only" "Erection Only" "Manipulation Only" etc. it should be so indicated and explained.

(**) When the quantity is not the entire amount of (Contract) or (Sub-Contract) estimate, limitations by stations must be shown or definitely designated in some suitable, positive manner.

Unit prices using Contract Unit Price should be for Bid Unit Price for work to be performed by Sub Contractor. DBE Unit price should be for the agreed upon price for item or portion of item of contract work.

The Items to be subcontracted are as follows:

Estimate Sub Section Seq. #	Proposal Item No.	Description	Unit	Contract Quantity	Contract Unit Price	Dollar Amount based on Contract Price	DBE Quantity	DBE Unit Price	Dollar Amount based on DBE Price
A021	33	REMOVE & REPLACE FENCE	LIN FT	32,699.00	\$5.60	\$183,114.40	32,699.00	\$5.60	\$183,114.40
A022	34	GUARDRAIL-STEEL W BEAM-S FACE	LIN FT	9,737.50	\$9.30	\$90,558.75	9,737.50	\$9.30	\$90,558.75
A023	35	GUARDRAIL TERMINAL SECT NO 1	EACH	5.00	\$32.30	\$161.50	5.00	\$32.30	\$161.50
A024	36	GUARDRAIL CON TO BR END TYPE A	EACH	4.00	\$1,430.00	\$5,720.00	4.00	\$1,430.00	\$5,720.00
A025	37	GUARDRAIL END TREATMENT TYPE	EACH	1.00	\$2,610.00	\$2,610.00	1.00	\$2,610.00	\$2,610.00
A026	38	GUARDRAIL END TREATMENT TY 2A	EACH	6.00	\$340.00	\$2,040.00	6.00	\$340.00	\$2,040.00
A027	39	GUARDRAIL END TREATMENT TYPE	EACH	1.00	\$400.00	\$400.00	1.00	\$400.00	\$400.00
A028	40	REMOVE GUARDRAIL	LIN FT	15,500.00	\$1.14	\$17,670.00	15,500.00	\$1.14	\$17,670.00
A029	41	GUARDRAIL END TREATMENT TY 4A	EACH	9.00	\$1,450.00	\$13,050.00	9.00	\$1,450.00	\$13,050.00
A030	42	TEMPORARY GUARDRAIL	LIN FT	900.00	\$7.48	\$6,732.00	900.00	\$7.48	\$6,732.00
A053	65	EROSION CONTROL BLANKET	SQ YD	12,574.00	\$1.16	\$14,585.84	12,574.00	\$1.16	\$14,585.84
A054	66	TEMP SEEDING AND PROTECTION	SQ YD	16,258.00	\$0.22	\$3,576.76	16,258.00	\$0.22	\$3,576.76
A055	67	TOPDRESSING FERTILIZER	TON	9.40	\$300.00	\$2,820.00	9.40	\$300.00	\$2,820.00
A056	68	SEEDING AND PROTECTION	SQ YD	162,585.00	\$0.27	\$43,897.95	162,585.00	\$0.27	\$43,897.95
A057	69	SPECIAL SEEDING CROWN VETCH	SQ YD	31,729.00	\$0.17	\$5,393.93	31,729.00	\$0.17	\$5,393.93
A064	76	CRASH CUSHION TYPE VI-T	EACH	5.00	\$10,165.00	\$50,825.00	5.00	\$10,165.00	\$50,825.00
E001	152	RED OAK	EACH	90.00	Speciality Item		90.00	\$453.50	\$40,815.00
E002	153	CIMMARON GREEN ASH	EACH	88.00	Speciality Item		88.00	\$438.40	\$38,579.20
E003	154	EASTERN WHITE PINE	EACH	408.00	Speciality Item		408.00	\$166.30	\$67,850.40
G001	155	STEEL POST MILE MARKERS	EACH	6.00	Speciality Item		6.00	\$95.00	\$570.00
G002	156	REFERENCE MARKER	EACH	14.00	Speciality Item		14.00	\$250.00	\$3,500.00
G003	157	REM & RELOCATE SIGN	EACH	6.00	Speciality Item		6.00	\$400.00	\$2,400.00
G004	158	FLEXIBLE DELINEATOR POST-W	EACH	175.00	Speciality Item		175.00	\$25.60	\$4,480.00

Comments:

Speciality Items

Page Total \$443,156.13

\$601,350.73

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TC 63-35DBE
Rev. 06/11/02

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PROJECT CODE NO: 03-0334

DBE Firm/Subcontract #: 2

TO:

Rick Stansel

FROM:

The Allen Company

Prime Contractor

SUBJECT:

IM-NH 64-5 (63) 89

County

Project Number

I hereby request to utilize for DBE participation a portion of the subject project to:

N.H. Stone Company of Sharpsburg, KY

DBE Employer Identification Numbers:

61-0675026 KY 33641

The amount to be subcontracted by this request is

Federal DBE \$601,350.73 or 2.91%

(original contract) or a subcontract amount of

\$ 20,636,242.58

I have previously requested approval for subcontracts or agreements with other DBE as follows:

Name of DBE firm

Carpenter Trucking Company

DBE Amount DBE %

\$371,930.70 1.80%

Contract "Worth"

Amount

2,042,356.30

Contract %

9.90%

Totals based on original contract Amounts

\$973,281.43

4.72%

\$2,643,707.03

12.81%

This section applicable if DBE firm is also a Subcontractor of work on Project:

This subcontractor has been furnished a copy of Appendix B of 49 CFR Part 29 and advised to include the Certification in all lower tier covered transactions and in all solicitations for lower tier transactions (Federal Aid Contracts only).

The proposed subcontractor is on the Department's list of qualified contractors and has current insurance coverage: Policy Number General Liability #C0979X7846

with

Travelers

Name of Insurance Company

which expires on

January 1, 2004

Date

Richard M. Morsan
Prime Contractor's Signature

6/3/03

Date

Recommended by Office of Minority Affairs Signature

Date Recommended by Office of Minority Affairs

KENTUCKY TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS
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Project Code Number (PCN): 03-0334

DBE Firm N.H. Stone Company

(*) When description is limited by such as "Laying Only" "Erection Only" "Manipulation Only" etc, it should be so indicated and explained.

(**) When the quantity is not the entire amount of (Contract) or (Sub-Contract) estimate, limitations by stations must be shown or definitely designated in some suitable, positive manner.

Unit prices using Contract "worth" Unit Price should be for Bid Unit Price for work to be performed by Sub Contractor. If partial work item ie "laying only" then use agreed to price for Contract "worth" Unit Price. DBE Unit price should be for the agreed upon price for item or portion of item of contract work.

The Items to be subcontracted are as follows:

Estimate Sub Section Seq. #	Proposal Item No.	Description	Unit	Contract Quantity	Contract "Worth" Unit Price	Dollar Amount based on Contract Price	DBE Quantity	DBE Unit Price	Dollar Amount based on DBE Price
A021	33	REMOVE & REPLACE FENCE	LF	32699.0000	5.6000	\$183,114.40	32,699.0000	\$5.60	\$183,114.40
A022	34	GUARDRAIL-STEEL W BEAM-S FACE	LF	9737.5000	9.3000	\$90,558.75	9,737.5000	\$9.30	\$90,558.75
A023	35	GUARDRAIL TERMINAL SECT NO 1	EA	5.0000	32.3000	\$161.50	5.0000	\$32.30	\$161.50
A024	36	GUARDRAIL CON TO BR END TYPE A	EA	4.0000	1430.0000	\$5,720.00	4.0000	\$1,430.00	\$5,720.00
A025	37	GUARDRAIL END TREATMENT TYPE 1	EA	1.0000	2610.0000	\$2,610.00	1.0000	\$2,610.00	\$2,610.00
A026	38	GUARDRAIL END TREATMENT TY 2A	EA	6.0000	340.0000	\$2,040.00	6.0000	\$340.00	\$2,040.00
A027	39	GUARDRAIL END TREATMENT TYPE 3	EA	1.0000	400.0000	\$400.00	1.000000	\$400.00	\$400.00
A028	40	REMOVE GUARDRAIL	LF	15500.0000	1.1400	\$17,670.00	15,500.000000	\$1.14	\$17,670.00
A029	41	GUARDRAIL END TREATMENT TY 4A	EA	9.0000	1450.0000	\$13,050.00	9.00	\$1,450.00	\$13,050.00
A030	42	TEMPORARY GUARDRAIL	LF	900.0000	7.4800	\$6,732.00	900.00	\$7.48	\$6,732.00
A053	65	EROSION CONTROL BLANKET	SY	12574.0000	1.1600	\$14,585.84	12,574.00	\$1.16	\$14,585.84
A054	66	TEMP SEEDING AND PROTECTION	SY	16258.0000	0.2200	\$3,576.76	16,258.00	\$0.22	\$3,576.76
A055	67	TOPDRESSING FERTILIZER	TN	9.4000	300.0000	\$2,820.00	9.40	\$300.00	\$2,820.00
A056	68	SEEDING AND PROTECTION	SY	162585.0000	0.2700	\$43,897.95	162,585.00	\$0.27	\$43,897.95
A057	69	SPECIAL SEEDING CROWN VETCH	SY	31729.0000	0.1700	\$5,393.93	31,729.00	\$0.17	\$5,393.93
A064	76	CRASH CUSHION TYPE VI-T	EA	5.0000	10165.0000	\$50,825.00	5.00	\$10,165.00	\$50,825.00
E001	152	RED OAK	EA	90.0000	453.5000	\$40,815.00	90.00	\$453.50	\$40,815.00
E002	153	CIMMARON GREEN ASH	EA	88.0000	438.4000	\$38,579.20	88.00	\$438.40	\$38,579.20
E003	154	EASTERN WHITE PINE	EA	408.0000	166.3000	\$67,850.40	408.00	\$166.30	\$67,850.40
G001	155	STEEL POST MILE MARKERS	EA	6.0000	95.0000	\$570.00	6.00	\$95.00	\$570.00
G002	156	REFERENCE MARKER	EA	14.0000	250.0000	\$3,500.00	14.00	\$250.00	\$3,500.00
G003	157	REM & RELOCATE SIGN	EA	6.0000	400.0000	\$2,400.00	6.00	\$400.00	\$2,400.00
G004	158	FLEXIBLE DELINEATOR POST-W	EA	175.0000	25.6000	\$4,480.00	175.00	\$25.60	\$4,480.00

Comments:

Page Total \$601,350.73

✓ \$601,350.73

SUBCONTRACT AGREEMENT

2307-1

THIS AGREEMENT, made and entered into by and between:
N. H. Stone, Inc.

with principal office located at:
P.O. Box 239
Sharpsburg, KY 40374

hereinafter called Subcontractor, and
The Allen Company, Inc.

a Delaware Corporation with principal office located at:
P.O. Box 537, Winchester, KY 40392-0537

hereinafter called Contractor.

The Contract date is 05-25-03 and the
project description is as follows:

I-64 Reconstruction, Clark Co. IM-NH 64-5 (63) 89

- I. **WITNESSETH:** That Subcontractor and Contractor, in consideration of the items, covenants and conditions herein contained, hereby agree as follows: Furnish all materials, labor, equipment and other items necessary to perform the following:

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
As shown in attachment "A"					\$601,350.73

- II. **Subcontract Price:** Subcontractor shall be paid by Contractor, for the satisfactory performance and completion of Subcontractor's work described herein and all of the duties, obligations and responsibilities of the prices set forth in Paragraph I of this Subcontract (hereinafter called the "Subcontract Price"), subject to additions and deductions as provided herein. It is specifically understood and agreed by Subcontractor that the quantities of items set forth in Paragraph I are estimated quantities only and that the earnings of Subcontractor under this Agreement shall be determined by the quantities of work that are actually allowed and paid to Contractor by Owner.

The Subcontract Price includes all federal, state, county, municipal and other taxes and assessments imposed by law and based upon labor, services, materials, equipment or other items acquired, performed, furnished or used for or in connection with the Subcontractor's work, including but not limited to sales, use and personal property taxes payable by or levied against the Owner, General Contractor or the Subcontractor. Where the law requires any such taxes or assessments to be stated or charged separately, the total price of all items included in the Subcontractor's work, plus the amount of such taxes shall not exceed the Subcontract Price.

III. **Subcontract Documents:**

The Subcontract Documents consist of:

1. This Agreement;
2. The Prime Contract, consisting of the Agreement between the Owner and Contractor and the other Contract Documents enumerated therein, including but not limited to the Conditions of the Contract (General, Special, Supplementary and Other Conditions), Drawings, Plans, Specifications, Addenda and Modifications, whether issued before or after the execution of this Agreement and other Contract Documents, if any, listed in the Owner-Contractor Agreement;
3. Any other documents specifically incorporated into this Subcontract by reference herein; and
4. Modifications to this Subcontract issued after the execution hereof, all of which are hereby referred to and made a part of this Subcontract as though copied at length herein (and all of which documents are hereinafter collectively referred to as the "Subcontract Documents").

This Subcontract shall be performed in strict accordance with the Subcontract Documents and to the satisfaction of Contractor and Owner. The Subcontractor represents and agrees that it has carefully examined and understands the Subcontract Documents, copies of which have been and remain available for inspection and copying by Subcontractor, that it has investigated the nature, locality and site of the Project

and the conditions and difficulties under which it is to be performed, and that it enters into this Agreement on the basis of its own examination, investigation and evaluation of all such matters and not in reliance upon any opinions or representations of Contractor, Owner or any of their respective officers, agents, servants or employees.

IV. Payment:

A. Progress Payments and Retainage: Subcontractor shall be paid by Contractor at the rate of the unit price listed in Paragraph I for all work performed and materials and supplies furnished, less retainage of 0% within seven (7) working days after the Contractor receives payment from the Owner, payment to Subcontractor being expressly conditioned upon Contractor's prior receipt of payment from Owner. It is specifically understood and agreed by Subcontractor that no payment by Contractor to Subcontractor shall be construed as acceptance of any portion of Subcontractor's work, a waiver of any defect or deficiency in Subcontractor's performance, or relieve Subcontractor of any of its obligations arising out of this Agreement. Should Contractor at any time determine that payment has been made to Subcontractor, or on Subcontractor's behalf, in excess of the amount then due for work under this Agreement, then Subcontractor shall promptly repay such excess to Contractor within three (3) days of demand for repayment.

B. Final Payment: Final payment shall be made by Contractor to Subcontractor within thirty (30) days after completion and acceptance of the Subcontractor's work by the Contractor and the Owner, provided that (1) Contractor shall have first received final payment from the Owner; (2) Subcontractor shall have furnished, if requested, evidence satisfactory to Contractor that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, materials, equipment, taxes or other items performed, furnished or incurred for or in connection with the Subcontractor's work; and (3) Subcontractor shall have executed and delivered to Contractor, in a form satisfactory to Contractor, a Release of Lien and an Affidavit of Payment running to and in favor of Contractor and the Owner.

C. Payments Withheld: Subcontractor shall meet all of its obligations and liabilities pertaining to this Subcontract on a timely basis and shall furnish at any time requested, evidence satisfactory to Contractor that there are no claims outstanding or unsatisfied for labor, services, materials, equipment, taxes or other items performed, furnished or incurred for or in connection with the Subcontractor's work. In the event that Subcontractor does not comply with the above, Contractor may retain from monies owed to Subcontractor sufficient sums to indemnify Contractor and Owner against claims or obligations related to this Subcontract. Contractor may disburse monies owing to the Subcontractor as Contractor may determine necessary, including by joint check arrangements or payments directly to persons or entities claiming by or through Subcontractor, to satisfy the above claims against or obligations of Subcontractor. Should Contractor advance money to Subcontractor or pay on his behalf any bills, accounts, labor or other items, such advances, disbursements and payments may be deducted from amounts due or to become due to Subcontractor or the retained percentage, at the option of the Contractor. Should such advances and payments be in excess of the total amount finally due Subcontractor, then Subcontractor shall promptly repay such excess to Contractor on demand.

V. Date of Commencement and Completion: Time is of the essence in the Prime Contract and is hereby declared to be of essence in the Subcontract. Subcontractor shall prosecute the Subcontract work with all possible diligence and all possible speed in order to insure completion of the work at the earliest possible date and shall fully cooperate with Contractor in scheduling and performing the Subcontract Work to avoid conflict, delay in or interference with the work of the Contractor or others upon the Project.

Subcontractor shall begin its work within five (5) days of notice to proceed by Contractor. In the event that Subcontractor does not perform its work promptly and the completion of the Project is thereby delayed, then Subcontractor shall assume and pay any damages, including but not limited to any liquidated damages provided by the Prime Contract, that may be incurred by or assessed against the Contractor.

The work of this Subcontract shall be completed not later than as directed by Contractor, and subject to the adjustment of this Subcontract Time as provided in the Subcontract Documents.

No extension of time will be valid without the Contractor's prior written consent after written claim for adjustment made by the Subcontractor.

Contractor shall not be liable to Subcontractor for any costs or damages due to delays, escalation, accelerations, non-performance, interferences with performance, suspensions or changes in the performance or sequence of the Subcontractor's work. Should this Agreement, in whole or in part, be interfered with or delayed, or be suspended in commencement, prosecution or completion, for reasons beyond the Subcontractor's control, without its fault or negligence, Subcontractor shall be entitled to, and shall be fully compensated by, an extension of time in which to complete its work; but, only if Subcontractor shall have first notified Contractor in writing of the cause of delay within two (2) days of the occurrence of the event, and on further condition that Contractor shall have received a similar extension of time from the Owner.

VI. Interruption of Work: Subcontractor shall not employ any men or means of construction which may cause strikes, work stoppages, work interruption or hindrance or any other disturbances, of any nature whatsoever, by Contractor's employees or the employees of any other contractor or subcontractor on the Project, with respect to any work related to this Subcontract Agreement and the Project.

VII. Subcontractor Default: Should the Subcontractor fail, in the opinion of the Contractor, to prosecute the work with sufficient force and speed, or default or neglect to carry out the work in accordance with this Subcontract, or cause by any act or omission, the stoppage or delay of or interference with or damage to the work of Contractor or of any other contractors or subcontractors on the Project, including

but not limited to any violation of the provisions of Paragraph VI above, or fail in the performance of the terms and provisions of this Agreement or the Subcontract Documents, or should the Owner or Contractor determine that the Subcontractor's work or any portion thereof is not being performed in accordance with the Subcontract Documents, or should there be filed by or against Subcontractor, a Petition in Bankruptcy, or should the Subcontractor become insolvent or be adjudicated bankrupt, or go into liquidation or dissolution, either voluntarily or involuntarily, or make a general assignment for the benefit of creditors, or otherwise acknowledge insolvency, then in any of such events, each of which shall constitute a default hereunder by Subcontractor, and Subcontractor fails within three (3) working days after receipt of written notice from the Contractor to commence and continue correction of such default or neglect with diligence and promptness, the Contractor may at its option, and in addition to any other rights and remedies provided by this Agreement or by law, elect to proceed in any one or more of the following manners:

1. Contractor may employ and use on said work, or any portion thereof, such number of workmen, laborers, supervisors, teams, tools, machinery, equipment and/or other subcontractors, at such wages, prices and rentals as Contractor may deem necessary and expedient to insure prompt completion of the work and Project, and it shall charge all of same to Subcontractor;
2. Contractor may re-let the work, either in whole or in part, to such other persons or entities as it may desire, at such prices as it may deem proper, and shall charge the costs thereof to Subcontractor;
3. Contractor may declare the rights of the Subcontractor under this Agreement to be terminated and, in such event, Subcontractor shall only be paid for the actual work done by it to the date of termination, less the amount of any damages, claims, obligations or liabilities incurred by Contractor or Owner by virtue of Subcontractor's actions;
4. Contractor may terminate the employment of Subcontractor for all or any portion of the Subcontractor's work, enter upon the premises and take possession of, for the purpose of completing the Subcontractor's work, all materials, equipment, tools, appliances and other items thereon, all of which the Subcontractor hereby transfers, assigns and sets over to Contractor for such purpose, and to employ any person or persons to complete the Subcontractor's work and provide all of the labor, services, materials, equipment and other items required therefor. In any such event, Subcontractor shall remain bound, and all other terms of this Agreement shall remain in force, to the extent of the work or areas which have not been so terminated. In case of such termination of Subcontractor, it shall not be entitled to receive any further payments under this Agreement until the Subcontractor's work shall be fully completed to the satisfaction of Contractor and the Owner and shall have been accepted by them, at which time, if the unpaid balance of the amount to be paid under this Subcontract shall exceed the costs and expenses incurred by Contractor in completing the Subcontractor's work, such excess shall be paid to the Subcontractor; but in the event that such costs and expenses shall exceed the unpaid balance of the Subcontract Price, then Subcontractor shall pay the difference to Contractor upon demand.

For purposes of this Paragraph VII, the costs and expenses recoverable by Contractor from Subcontractor for Subcontractor default shall include, in addition to the costs of completing the Subcontractor's work to the satisfaction of Contractor and the Owner and of performing and furnishing all labor, services, materials, equipment and other items required therefor, but also all losses, damages, claims, obligations, liabilities, costs and expenses, including attorneys' fees, incurred or suffered by Contractor by reason of or resulting from the Subcontractor's default.

VIII. Changes: Subcontractor may, at any time during the progress of Subcontractor's work, be ordered in writing by Contractor, without invalidating this Subcontract, to make changes in the work of this Subcontract consisting of additions, deletions, deviations or other revisions, including those required by modifications to the Prime Contract issued subsequent to the execution of this Agreement, the Subcontract Price and the Subcontract Time being adjusted accordingly. Subcontractor shall, prior to the commencement of such changed or revised work, submit promptly to Contractor written copies of a claim for adjustment to the Subcontract Price and Subcontract Time for such revised work in a manner and time consistent with the requirements of the Subcontract Documents. No change orders or modifications of this Subcontract, whether for extras or otherwise, shall be valid unless authorized by the Contractor in writing after receipt of Subcontractor's claim for adjustment. Failure of the Subcontractor to make such a timely claim for adjustment shall bind the Subcontractor to the same consequences as those to which the Contractor is bound to the Owner.

In the event that Contractor and Subcontractor should not be able to agree as to the amount to be allowed as an adjustment to the Subcontract Price and Subcontract Time for any changes made pursuant to this Paragraph VIII, it shall, nevertheless, be the duty of the Subcontractor to proceed immediately with such change(s) upon written notice from Contractor. In any such event, the determination of the appropriate adjustment to the Subcontract Price and Subcontract Time for such revised work shall be resolved thereafter by mutual agreement or in accordance with Paragraph XIII, pertaining to dispute resolution.

IX. Insurance: Subcontractor binds itself to procure and maintain at Subcontractor's expense, Workers' Compensation Insurance, and Comprehensive General Liability Insurance, Property Damage Insurance and Automobile Liability Insurance, with a financially sound insurance company with an A.M. best rating of A-: VII or better or companies acceptable to Contractor on all activities and work performed under this Agreement and to provide Contractor with Certificate of Insurance establishing compliance with the aforementioned insurance requirements. All insurance policies, and Certificates of Insurance required by this paragraph shall contain a provision that coverages afforded under the applicable policies cannot be canceled or allowed to expire without a minimum of ten (10) days prior written notice to Contractor. The Allen Company, Inc. shall be named as additional insured on each of these policies except for Workers' Compensation. The minimum limits of insurance coverage required by this paragraph shall be as provided by Prime Contract, or in the absence of any such provision therein, in the following minimum limits of coverage:

<u>Type of Insurance</u>	<u>Minimum Policy Limits</u>
Workers' Compensation Insurance	
Coverage A	As required by statute
Coverage B (Employers Liability)	\$100,000 each accident \$500,000 disease policy limit \$100,000 disease each employee
Comprehensive General Liability Insurance (Occurrence Form, including coverage for subcontractors, if any)	
General Policy	\$1,000,000 occurrence
Products/Comp. Operations	\$1,000,000 aggregate
Personal Injury	\$1,000,000 person \$1,000,000 occurrence
Property Damage Insurance	\$1,000,000 occurrence \$1,000,000 aggregate
Automobile Liability Insurance (Including Owned, Non-Owned and Hired)	\$1,000,000 combined single limit
Commercial Umbrella	\$1,000,000 occurrence \$1,000,000 aggregate

X. Performance and Payment Bonds: Subcontractor is to furnish 100% Payment and Performance Bond to the Contractor.

XI. Indemnification: Subcontractor shall indemnify and hold harmless the Owner and the Architects, and The Allen Company, Inc., General Contractor, and their agents and employees, from and against all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction to tangible property (other than the work itself) including the loss of use resulting therefrom, and (b) is caused in whole or in part by any negligent act or omission of the Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the Owner or the Architect or General Contractor, or any of their agents or employees, by any employee of this Subcontractor, anyone directly or indirectly employed by him or anyone for whose acts he may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for this Subcontractor under Workers' Compensation Acts, disability benefit acts or other employee benefit acts.

Subcontractor shall, at its own expense, conform to the basic safety policy of the Contractor, and comply with all specific safety requirements promulgated by any governmental authority, including without limitation, the requirements of the Occupational Safety and Health Act of 1970 and the Construction Safety Act of 1969 and all standards and regulations which have been or shall be promulgated by the parties or agencies which administer such acts.

Subcontractor shall have and exercise full responsibility for compliance hereunder by its agents, employees, materialmen and Subcontractor's general, and in particular with respect to its portion of the work on this Project, shall itself comply with said requirements, standards and regulations, and require and be directly responsible for compliance therewith on the part of its said agents, employees, materialmen and subcontractors; and shall directly receive, respond to defend and be responsible for all citations, fines or penalties which may be incurred by reason of its failure on the part of its agents, employees, materialmen or subcontractors to so comply.

XII. Warranty: Subcontractor warrants to the Contractor and Owner that all materials and equipment furnished under this Subcontract will be of good quality and new unless otherwise required or permitted by the Subcontract Documents, that the work of this Subcontract will be free from defects not inherent in the quality required or permitted, and that Subcontractor's warranty and work will conform in all respects with the requirements of the Prime Contract and the Subcontract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. This warranty shall be in addition to and not in limitation of any other warranty or remedy provided by law or by the Subcontract Documents.

XIII. Dispute Resolution: Any claim, controversy or dispute between the Contractor and Subcontractor arising out of or related to this Subcontract, or a breach thereof, and which claim, controversy or dispute is not resolved by mutual agreement between the parties, shall unless otherwise required by the Prime Contract or applicable law, be submitted to a judicial court of competent jurisdiction within Clark County, Kentucky. The Subcontractor further covenants and agrees that no dispute shall interfere with the progress of the Subcontractor's

work, and the Subcontractor agrees to proceed with the Subcontract Work as required in spite of any claim, controversy or dispute it may have with Contractor, the Owner or other parties.

- XIV. Laws, Permits, Fees and Notices. The Subcontractor shall give all notices required by and comply with all laws, ordinances, rules, regulations and orders of any public authorities applicable to the performance of the Subcontract Work. The Subcontractor shall secure and pay for all permits, fees, licenses and inspections necessary for proper execution and completion of the Subcontractor's work as required by the Subcontract Documents.

The Subcontractor shall abide by all laws, rules, regulations and orders of any state and federal authorities applicable to the Environmental Protection Act and/or water and air pollution requirements.

Subcontractor further covenants and agrees to pay its own payrolls, taxes and all other costs and expenses associated with the work required under this Agreement; furnish Contractor with copies of all weekly payrolls and other documentation showing compliance with applicable laws and regulations, if required; furnish Contractor with copies of MSDS (Material Safety Data Sheets) for all materials used on the Project and a copy of Subcontractor's written hazard communication program; and acknowledges and agrees that any payment received by Subcontractor shall be held in trust for the purpose of paying its subcontractors, laborers, materialmen, suppliers and any others claiming by or through Subcontractor and who may be entitled to assert a lien or other claim against the Project.

Subcontractor has familiarized himself with the safety program of the Contractor and agrees to adopt said program, insofar as this Project is concerned, conducting all the activities, furnishing all the reports and cooperating to the fullest extent with the Contractor's safety representative for the Project. Subcontractor agrees to bear the expense of conducting the safety program for his own personnel. Should the Subcontractor and/or should his operations be characterized by frequent injuries to workmen, the Contractor may elect within ten (10) days written notice, cancel this contract, whence Subcontractor will immediately remove his men, materials and equipment from the Project.

- XV. Removal of Equipment: Subcontractor shall not, without the prior written consent of Contractor, remove or permit to be removed from the Project, any equipment, machinery, tools, materials, supplies or other items that have been purchased for or placed on the Project for use in connection therewith until the Subcontract Work has been completed.

- XVI. Rental Equipment: If Subcontractor makes use of Contractor's equipment, Subcontractor shall pay current AED rental rates, or the rates commonly charged in the area where the work is to be performed in the event that the AED rental rates are not provided, unless otherwise agreed to by the parties in writing.

Subcontractor shall furnish to Contractor a list of all equipment not owned by Subcontractor placed on the job by Subcontractor, together with the name of the owner of said equipment and the terms of the lease, if any.

- XVII. Cleanup: Subcontractor shall keep the Project site and surrounding area free from accumulation of waste materials or rubbish caused by operations performed under this Subcontract and shall, upon completion of its work, leave the Project site in a clean and orderly condition.

- XVIII. Association Dues: subcontractor is to pay their pro-rata share of the KAHC dues

- XIX. Equal Employment Opportunity and Affirmative Action: Subcontractor shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, religion, national origin, physical or mental handicap or because he or she is a disabled veteran or veteran of the Vietnam era. Subcontractor agrees to take affirmative action to insure that qualified applicants are employed, and that employees are treated during employment without regard to race, creed, color, sex, age, religion, national origin, physical or mental handicap or status as a disabled veteran or veteran of the Vietnam era. To the extent applicable, Subcontractor shall comply with all provisions of Executive Order No. 11246, dated September 24, 1976; the Vietnam Era Veterans Readjustment Assistance Act of 1974, the Rehabilitation Act of 1973, and all amendments thereto, and all rules, regulations, orders, instructions, designations and other directives promulgated pursuant thereto, the terms of all of which are incorporated herein by reference. Violation of this provision shall be considered a material breach of this Subcontract and shall entitle Contractor to exercise any of the options set forth in Paragraph VII hereof, including termination or suspension of this agreement in whole or in part.

- XX. Assignment: Subcontractor shall not sublet or assign any portion of this Subcontract, nor any monies due or to become due, or Subcontractor's earnings and compensation hereunder, without the prior written consent of Contractor. Any such assignment or subletting without prior written consent of Contractor shall be void and of no effect.

- XXI. Notice: All notices, demands and other communications provided for herein shall, unless otherwise provided, be sufficient if in writing and if delivered personally to the other party, or mailed by United States Mail, postage prepaid, to the respective addresses of Contractor and Subcontractor as set forth herein, or such other address as either may have designated from time to time. Contractor may exercise any right given to it immediately after mailing the letter containing such notice; however, this does not preclude a Contractor from giving notice in any other legal matter.

- XXII. Governing Law: This agreement shall be governed by the laws of the Commonwealth of Kentucky. Any action by the Subcontractor against the Contractor as a result of this contract shall be brought in Clark County, Kentucky, Circuit Court.

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- XXIII. Severability and Waiver: The partial or complete invalidity of any one or more provisions of this agreement and the Subcontract Documents shall not affect the validity or continuing force and effect of any other provision or the application of such provisions to persons and circumstances other than those as to which it is determined invalid or unenforceable. The failure of Contractor to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this agreement or to exercise any rights herein, shall not be construed a waiver or relinquishment of such term, covenant, condition or right.
- XXIV. Uniform Construction of Agreement: Contractor and Subcontractor mutually agree that the interpretation, construction and enforcement of this agreement shall be uniform in all respects and shall not be construed more or less favorably for either Contractor or Subcontractor.
- XXV. Entire Agreement: This Subcontract represents the entire and integrated agreement between the Contractor and Subcontractor and supersedes all prior negotiations, representations or agreements, either written or oral, and shall not be altered, modified or amended in any manner whatsoever, unless the same shall be in writing and signed by the parties hereto.

XXVI. Miscellaneous

1. Attachment "A" will become a binding part of this subcontract.
- 2.
- 3.

IN WITNESS WHEREOF, the parties have executed this Subcontract, or have caused it to be executed by their duly authorized officers, this _____ day of _____, 2003.

The Allen Company, Inc.
CONTRACTOR

BY: W. R. Beam

TITLE: SECRETARY/TREASURER

STATE OF KENTUCKY)
COUNTY OF Clark) SCT.

The foregoing Subcontract was this 30 day of May, 2003, subscribed, sworn to and acknowledged before me by W. R. Beam, Jr., in his capacity as Sec. Treas of The Allen Company, Inc.

My Commission expires: 5-25-2005

Sarah W. Conkright
NOTARY PUBLIC

N.H. Stone, Inc.
SUBCONTRACTOR

BY: Olivia Stone

TITLE: President

STATE OF Kentucky)
COUNTY OF Bath) SCT.

The foregoing Subcontract was this 29th day of May, 2003, subscribed, sworn to and acknowledged before me by Olivia K. Stone, in his capacity as President of N.H. Stone, Inc.

My Commission expires: February 5, 2004

Joseph F. Clark
NOTARY PUBLIC

Attachment A

Contractor: The Allen Company

Job # 2307

Sub-Contractor: N H Stone Inc
P O Box 239
Sharpsburg, KY 40374

Total Contract \$ 601,350.73

Project: I-64 Reconstruction Clark County, CLARK CO. IM-NH 64-5 (63) 89

[illegible]

Kentucky Transportation Cabinet
Department of Highways
Division of Construction

MOD 1/86

SUBCONTRACTOR'S CERTIFICATION RECEIPT OF BID PROPOSAL

I hereby certify that N.H. Stone Co. of Sharpsburg, KY, has
Subcontracting Company City, State

a copy of the bid proposal in the Bid Letting 5-23-03 for 03-0334
Letting Date Project Code No. (PCN)

Clark
County

IM NH 64-5 (63) 89
Project Number

and will abide by the conditions set forth in said bid proposal.

William Stone 05-29-03
Representative Date

N.H. Stone Co.
Subcontracting Company

Hereby recognized as an official representative of this Company, with full authority to sign, I understand and am fully aware of the conditions set forth and herein by this statement.

PRODUCER

Powell Walton Milward

859-254-8023

360 East Vine Street
Lexington, KY 40507

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY

A

Travelers Prop Cas Ins Co

COMPANY

B

AIK Comp

COMPANY

C

Chubb Indemnity Insurance Co

COMPANY

D

INSURED

N. H. Stone, Inc.
P. O. Box 239
Attention: Fred Clark
Sharpsburg KY 40374

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	CO979X7846	1/01/03	1/01/04	GENERAL AGGREGATE \$ 2000000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$ 2000000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$ 1000000
	OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 1000000
					FIRE DAMAGE (Any one fire) \$ 300000
					MED EXP (Any one person) \$ 5000
A	AUTOMOBILE LIABILITY	810979X7846	1/01/03	1/01/04	COMBINED SINGLE LIMIT \$ 1000000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE \$
	<input checked="" type="checkbox"/> HIRED AUTOS				
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: \$
					EACH ACCIDENT \$
					AGGREGATE \$
A	EXCESS LIABILITY	CUP979X7846	1/01/03	1/01/04	EACH OCCURRENCE \$ 5000000
	<input checked="" type="checkbox"/> UMBRELLA FORM				AGGREGATE \$ 5000000
	OTHER THAN UMBRELLA FORM				\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	1041	1/01/03	1/01/04	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$
	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				EL EACH ACCIDENT \$ 2000000
					EL DISEASE - POLICY LIMIT \$ 2000000
					EL DISEASE - EA EMPLOYEE \$ 2000000
C	OTHER	79815122	1/01/03	1/01/04	\$5,000,000 EACH OCCURRENCE
	EXCESS LIABILITY				\$5,000,000 AGGREGATE

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
PROJECT: CLARK COUNTY IM-NH 64-5(63)89

CERTIFICATE HOLDER

THE ALLEN COMPANY, INC.
ATTN: VINCE LEMIEUX
P.O. BOX 537
WINCHESTER, KY 40392-0537

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Kentucky Transportation Cabinet

Division of Contract Procurement

Report of Current Certificate Status

Printed From RE-VIEW software

6/25/2003

CERTIFICATE: 2003 A 00241-006 2. RENEWAL

Approved: 4/29/2003

Expires: 12/31/2003

Lapse Date (Expires + 120):

4/29/2004

**N H STONE INC
PO BOX 239
SHARPSBURG KY 40374**

Approved Work Items

E1 BRIDGES NOT MORE THAN 70 FT. CLEAR SPAN
F SIGNS
H LANDSCAPING
I01 CLEARING AND GRUBBING
I04 GUARD RAILS
I05 FENCING
I06 SEEDING AND SODDING
I11 CURB AND GUTTER
I12 SIDEWALK
I13 ENTRANCE PAVEMENT
I14 PAVED DITCH
I30 TRAFFIC SIGNALS
I32 PAVEMENT MARKERS
J60 EMBANKMENT IN PLACE